

SERFF Tracking Number: WESA-125634189 State: Arkansas
Filing Company: United States Liability Insurance Company State Tracking Number: #29131 \$50
Company Tracking Number: NP-NDO-08-08
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1006 Directors & Officers Liability
Product Name: Non-Profit Directors and Officers Liability Product
Project Name/Number: Submission of form USL DOJ (03-08)/NP-NDO-08-08

Filing at a Glance

Company: United States Liability Insurance Company

Product Name: Non-Profit Directors and Officers Liability Product
SERFF Tr Num: WESA-125634189 State: Arkansas

TOI: 17.1 Other Liability - Claims Made Only SERFF Status: Closed State Tr Num: #29131 \$50
Sub-TOI: 17.1006 Directors & Officers Liability Co Tr Num: NP-NDO-08-08 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Disposition Date: 05/23/2008
Authors: Westmont Associates, Wesley Pohler
Date Submitted: 05/05/2008 Disposition Status: Approved

Effective Date Requested (New): On Approval Effective Date (New):
Effective Date Requested (Renewal): On Approval Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Submission of form USL DOJ (03-08)

Project Number: NP-NDO-08-08

Reference Organization: None

Reference Title: None

Filing Status Changed: 05/23/2008

State Status Changed: 05/13/2008

Corresponding Filing Tracking Number:

Filing Description:

Please find a filing for the Company's new form, NON PROFIT PROFESSIONAL LIABILITY POLICY COMMON POLICY CONDITIONS USL-DOJ (03-08). This filing does not replace the currently approved USL-DOJ (04-07), but rather is in addition to it. Specifically, the Company will use the USL—DOJ (03/08) for the accounts that are written as part of a package and the Company will use the USL-DOJ (04/07) on the mono-line Professional accounts.

Status of Filing in Domicile: Pending

Domicile Status Comments: Pending in PA

Reference Number: None

Advisory Org. Circular: None

Deemer Date:

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Company and Contact

Filing Contact Information

(This filing was made by a third party - westmontassociatesinc)

Wesley Pohler, AVP wes@westmontlaw.com
 25 Chestnut Street (856) 216-0220 [Phone]
 Haddonfield, NJ 08033 (856) 216-0303[FAX]

Filing Company Information

United States Liability Insurance Company CoCode: 25895 State of Domicile: Pennsylvania
 25 Chestnut Street Group Code: 31 Company Type: Property and
 Casualty

Suite 105
 Haddonfield, NJ 08033 Group Name: State ID Number:
 (856) 216-0220 ext. [Phone] FEIN Number: 23-1383313

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50.00 filing fee
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United States Liability Insurance Company	\$0.00	05/05/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
29131	\$50.00	05/05/2008

SERFF Tracking Number: WESA-125634189 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	05/23/2008	05/23/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	05/13/2008	05/13/2008	Westmont Associates	05/13/2008	05/13/2008

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Disposition

Disposition Date: 05/23/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125634189 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Letter of Authorization	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Supporting Information	Approved	Yes
Form	NON PROFIT PROFESSIONAL LIABILITY POLICY - COMMON POLICY CONDITIONS	Approved	Yes

SERFF Tracking Number: WESA-125634189 State: Arkansas
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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 05/13/2008
Submitted Date 05/13/2008
Respond By Date

Dear Wesley Pohler,

This will acknowledge receipt of the captioned filing.

With reference to page 1, I. A-E., The basic and supplemental Extended Reporting Periods must comply as follows: The basic ERP must be in compliance with Ark. Code Ann. §23-79-306 (b) (c). The policy must indicate that the insurer must provide at no additional charge an automatic sixty (60) day Extended Reporting Period upon cancellation or termination (for any reason including non-payment of premium or deductibles owed) of the policy by the insured or insurer. And, at the expiration of the automatic sixty (60) day extended reporting period, a supplemental (optional) extended reporting period endorsement must be offered by the insurer.

You may not refuse either the basic 60 day ERP or fail to put into force the supplemental optional ERP if requested by the insured and premium paid. In cases of termination for non-payment of premium, the ERPs may only be refused for flat cancellation as of the date of inception.

The Supplemental Extended Reporting Endorsement must comply with Ark. Code. Ann. §23-79-306 (f) which states that the limit of liability must be no less than the greater of the amount of coverage remaining in the expiring policy aggregate or fifty percent (50%) of the aggregate limit at policy inception.

Please feel free to contact me if you have questions.

Sincerely,
Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 05/13/2008
Submitted Date 05/13/2008

Dear Edith Roberts,

SERFF Tracking Number: WESA-125634189 State: Arkansas
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Comments:

Response 1

Comments: Thank you very much and my apologies. Attached is the currently approved Arkansas Amendatory.

Best regards,

Wes

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Supporting Information

Comment: Attached is the currently approved AR amendatory.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Wesley Pohler, Westmont Associates

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	NON PROFIT PROFESSIONAL LIABILITY POLICY - COMMON POLICY CONDITIONS	USL DOJ	(03-08)	Policy/Coverage New Form		0.00	USL DOJ _03-08_.pdf

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

**NON PROFIT PROFESSIONAL LIABILITY POLICY
COMMON POLICY CONDITIONS**

Except for the Common Policy Conditions, the terms and conditions of each Coverage Part shall apply only to that Coverage Part unless otherwise provided. If any provision in these Common Policy Conditions is inconsistent or in conflict with the terms and conditions of any Coverage Part, the terms and conditions of such Coverage Part shall control for the purposes of that Coverage Part. Any defined term referenced in these Common Policy Conditions but defined in a Coverage Part shall, for the purposes of coverage under that Coverage Part have the meaning set forth in that Coverage Part.

I. EXTENDED REPORTING PERIOD

- A. If the Policy expires, is cancelled or non-renewed for any reason other than non payment of premium, the **Parent Organization** shall have the right to purchase an Extended Reporting Period to report any **Claim(s)** first made against an **Insured** during the twelve (12) months, or twenty-four (24) months or thirty-six (36) months after the effective date of such expiration, cancellation or non-renewal (depending upon the Extended Reporting Period purchased). An Extended Reporting Period shall only apply to a **Wrongful Act** or **Wrongful Employment Act** committed before the date of such expiration, cancellation or non-renewal. For the purpose of this clause, any change in premium terms or terms on renewal shall not constitute a refusal to renew.
- B. The additional premium for the Extended Reporting Period shall be 30% of the annual premium set forth in the Policy Declarations for the twelve (12) month period, 75% of the annual premium set forth in the Policy Declarations for the twenty-four (24) month period, and 120% of the annual premium set forth in the Policy Declarations for the thirty-six (36) month period. The Extended Reporting Period begins on the expiration date or the effective date of cancellation or non-renewal of the Policy. The **Parent Organization** must notify the **Company** in writing and must pay the additional premium due above no later than thirty (30) days after the effective date of such expiration, cancellation or non-renewal.

- C. All premium paid with respect to an Extended Reporting Period shall be deemed fully earned as of the first day of the Extended Reporting Period.
- D. The Limits of Liability available during the Extended Reporting Period shall not exceed the balance of the Limits of Liability available on the expiration date or effective date of the cancellation or non-renewal of the Policy.
- E. Coverage for **Claim(s)** first received and reported during the Extended Reporting Period shall be in excess over any other valid and collectible insurance providing coverage for such **Claim(s)**.

II. DEFENSE AND SETTLEMENT

- A. The **Insured** shall not demand or agree to arbitration of any **Claim** without the written consent of the **Company**. The **Insured** shall not, except at personal cost, make any offer, any payment, admit any liability, settle any **Claim**, assume any obligation or incur any expense without the **Company's** written consent.
- B. If a **Claim** is made against an **Insured** for **Loss** that is both covered and uncovered by this Policy, the **Company** will pay one hundred percent (100%) of **Defense Costs** for the **Claim** until such time that the Limits of Liability of this Policy are exhausted by payment of a covered **Loss** or the **Claim** for the covered **Loss** is resolved by settlement, verdict or summary judgment.
- C. The **Company**, as it deems expedient, has the right to investigate, adjust, defend, appeal and, with the consent of the **Insured**, negotiate the settlement of any **Claim** whether within or above the Retention. If the **Insured** refuses to consent to a settlement recommended by the **Company**; the **Company** is not obligated to pay any **Loss** or defend any **Claim** after the Limit of Liability has been exhausted by payment of **Loss**. The **Company's** obligation to the **Insured** for **Defense Costs** and **Loss** attributable to such **Claim(s)** shall be limited to:

- (a) The amount of the covered **Loss** in excess of the Retention which the **Company** would have paid in settlement at the time the **Insured** first refused to settle;
- (b) Plus covered **Defense Costs** incurred up to the date the **Insured** first refused to settle;
- (c) Plus seventy five percent (75%) of covered **Loss** and **Defense Costs** in excess of the first settlement amount recommended by the **Company** to which the **Insured** did not consent.

It is understood that payment of (a), (b) and (c) above, is the limit of the **Company's** liability under this Policy on any **Claim** in which the **Insured** fails or refuses to consent to the **Company's** settlement recommendation, subject at all times to the Limits of Liability and Retention provisions of the applicable coverage section. The remaining twenty five percent (25%) of **Loss** and **Defense Costs** in excess of the amount referenced in (a) and (b) above shall be the obligation of the **Insured**.

- D. The **Insured** agrees to cooperate with the **Company** on all **Claims**, and provide such assistance and information as the **Company** may reasonably request. Upon the **Company's** request, the **Insured** shall submit to examination and interrogation by a representative of the **Company**, under oath if required, and shall attend hearings, depositions and trials and shall assist in the conduct of suits, including but not limited to effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, giving written statements to the **Company's** representatives and meeting with such representatives for the purpose of investigation and/or defense, all of the above without charge to the **Company**. The **Insured** further agrees not to take any action which may increase the **Insured's** or the **Company's** exposure for **Loss** or **Defense Costs**.
- E. The **Insured** shall execute all papers required and shall do everything that may be necessary to secure and preserve any rights of indemnity, contribution or apportionment which the **Insured** or the **Company** may have, including the execution of such documents as are necessary to enable the **Company** to bring suit in the **Insured's** name, and shall provide all other assistance and cooperation which the **Company** may reasonably require.

III. ORDER OF PAYMENTS

USL DOJ (03-08)

In the event payment of **Loss** is due under this Policy but the amount of such **Loss** exceeds the remaining available Limit of Liability specified in the Policy Declarations, the **Company** will:

- (a) first pay such **Loss** on behalf of the **Individual Insured(s)** for which coverage is provided under Section I. Insuring Agreement; then
- (b) to the extent of any remaining amount of the Limit of Liability available after payment under (a) above, pay such **Loss** on behalf of the **Organization** for which coverage is provided under Section I. Insuring Agreement.

IV. NOTICE/ CLAIM REPORTING PROVISIONS

Notice hereunder shall be given in writing to the **Company**. If mailed, the date of mailing of such notice shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.

- A. As a condition precedent to exercising any right to coverage under this Policy, the **Insured** shall give to the **Company** written notice of a **Claim** as soon as practicable, but:
 - (1) if the Policy expires, is cancelled or is non-renewed and if no Extended Reporting Period is purchased, no later than 60 days after the expiration date or the effective date of such cancellation or non-renewal; or
 - (2) if an Extended Reporting Period is purchased, no later than the last day of the Extended Reporting Period.
- B. If written notice of a **Claim** has been given to the **Company** pursuant to Clause IV.A. above, then any **Claim** which is subsequently made against the **Insured** and reported to the **Company** alleging, arising out of, based upon or attributable to the facts alleged in the **Claim** for which notice was given or alleging any **Wrongful Act** or **Wrongful Employment Act** which is the same as or related to any **Wrongful Act** or **Wrongful Employment Act** alleged in the **Claim** for which notice was given, shall be considered made at the time such notice was given.
- C. If during the **Policy Period** the **Insured** shall become aware of any circumstances which could give rise to a **Claim** being made against the **Insured**, the **Insured** shall give written notice to the **Company** of the circumstances and the reasons for anticipating such a **Claim** with full particulars as to dates and persons involved. Such notice must be given to the **Company** within the Policy Period. Any **Claim** which is

subsequently made against the **Insured** and reported to the **Company** as required by the Policy alleging, arising out of, based upon or attributable to such circumstances or alleging any **Wrongful Act** or **Wrongful Employment Act** which is the same as or related to any **Wrongful Act** or **Wrongful Employment Act** alleged or contained in such circumstances, shall be considered made at the time such notice of such circumstances was first given to the **Company**.

V. CANCELLATION OR NON-RENEWAL

- A. This Policy may be canceled by the **Parent Organization** by either surrender thereof to the **Company** at its address stated in the Policy Declarations or by mailing to the **Company** written notice requesting cancellation and in either case stating when thereafter such cancellation shall be effective. If canceled by the **Parent Organization**, the **Company** shall retain the customary short rate proportion of the premium.
- B. The **Company** may cancel this Policy only in the event of the failure of the **Insured** to pay the premium when due by mailing to the **Parent Organization** written notice when, not less than ten (10) days thereafter, such cancellation shall be effective.
- C. In the event the **Company** refuses to renew this Policy, the **Company** shall mail to the **Parent Organization**, not less than sixty (60) days prior to the end of the Policy Period, written notice of non-renewal. Such notice shall be binding on all **Insureds**.
- D. The mailing of notice of cancellation or non-renewal shall be sufficient notice and the effective date of cancellation or non-renewal stated in any such notice shall become the end of the Policy Period. Delivery of such written notice by the **Parent Organization** or the **Company** shall be equivalent to the mailing.
- E. If the Policy is canceled by the **Company**, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected, or as soon as practicable thereafter.

VI. REPRESENTATIONS AND SEVERABILITY

- A. The **Insureds** represent that the particulars and statements contained in the **Application** are true and agree that (1) those particulars and statements are the basis of this Policy and are to be considered as incorporated into

and constituting a part of the Policy; (2) those particulars and statements are material to the acceptance of the risk assumed by the **Company**; and (3) the Policy is issued in reliance upon the truth of such representations.

- B. Except for material facts or circumstances known to the person or persons signing the **Application**, no statement in the **Application** or knowledge or information possessed by an **Insured** shall be imputed to any other **Insured** for the purpose of determining the availability of coverage.

VII. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to the **Insured's** right of recovery therefore against any person or entity and the **Insured** shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights.

VIII. CHANGES

Notice to any agent or knowledge by any agent shall not affect a waiver or change in any part of this Policy or stop the **Company** from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed except by an endorsement, issued by the **Company** to form a part of this Policy.

IX. AUTHORIZATION CLAUSE AND NOTICES

By acceptance of this Policy, the **Insured** agrees that the **Parent Organization** shall act on behalf of all **Insureds** with respect to the giving and receiving of any return premiums that may become due under the Policy. Notice to the **Parent Organization** shall be directed to the individual named in the **Application**, or such other person as shall be designated by the **Parent Organization** in writing, at the address of the **Parent Organization**. Such notice shall be deemed to be notice to all **Insureds**. The **Parent Organization** shall be the agent of all **Insureds** to effect changes in the Policy or purchase Extended Reporting Period.

X. ASSIGNMENT

Assignment of interest under this Policy shall not bind the **Company** unless its consent is endorsed hereon.

XI. OTHER INSURANCE

This Policy shall be excess of and not contribute with other existing insurance, including but not limited to any insurance under which there is a duty to defend, unless such other insurance is specifically written to be in excess of this Policy.

XII. TERMS OF POLICY CONFORMED TO STATUTE

Terms of this Policy which are in conflict with the statutes of the State wherein this Policy is issued are hereby amended to conform to such statutes.

XIII. CHANGES IN EXPOSURE

If after the Inception Date of this Policy:

- (1) the **Parent Organization** merges into or consolidates with another entity such that the **Parent Organization** is not the surviving entity; or
- (2) another entity, person or group of entities and/or persons acting in concert acquires more than fifty percent (50%) of the assets of the **Parent Organization**; or
- (3) another entity, person or group of entities and/or persons acting in concert acquires the right to elect or select a majority of the directors of the **Parent Organization**; or
- (4) the **Parent Organization** sells all or substantially all of its assets,

with such events being referred to as a "Transaction,"

this Policy shall continue in full force and effect until the expiration date of the policy, or the effective date of cancellation or non-renewal if applicable with respect to **Wrongful Acts** or **Wrongful Employment Acts** occurring before the Transaction, but there shall be no coverage under this Policy for actual or alleged **Wrongful Acts** or **Wrongful Employment Acts** occurring on and after the Transaction.

The **Parent Organization** shall give the **Company** written notice of the Transaction as

soon as practicable, but not later than thirty (30) days after the effective date of the Transaction. The entire premium for this Policy shall be deemed earned regardless of any Transaction(s) during the Policy Period. In the event of a Transaction, the **Parent Organization** shall have the right to an offer of coverage by the **Company** for an Extended Reporting Period to report **Wrongful Acts** or **Wrongful Employment Acts** occurring prior to the effective date of the transaction.

XIV. ACTION AGAINST THE COMPANY

- A. No action shall lie against the **Company** unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, and until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant or the claimant's legal representative, and the **Company**.
- B. Any person or the legal representatives thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or entity shall have any right under this Policy to join the **Company** as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the **Company** be impleaded by the **Insured** or their legal representatives. Bankruptcy or insolvency of the **Insured** or their successors in interest shall not relieve the **Company** of its obligations hereunder.

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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 05/23/2008

Comments:

Attached is the NAIC Transmittal Form.

Attachment:

AR NAIC.pdf

Satisfied -Name: Letter of Authorization **Review Status:** Approved 05/23/2008

Comments:

Attached is the Letter of Authorization

Attachment:

Westmont Authorization Letter.pdf

Satisfied -Name: Cover Letter **Review Status:** Approved 05/23/2008

Comments:

Attached is the cover letter.

Attachment:

Cover USLI.pdf

Satisfied -Name: Supporting Information **Review Status:** Approved 05/23/2008

Comments:

Attached is the currently approved AR amendatory.

Attachment:

do-ar_(06-07).pdf

Property & Casualty Transmittal Document (Revised 1/1/06)

AR _____

1. Reserved for Insurance Dept. Use Only

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2. Insurance Department Use Only

a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing:	
e. Effective date of filing:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

3. Group Name	Group NAIC #
Berkshire Hathaway, Inc.	0031

4. Company Name(s)	Domicile	NAIC #	FEIN #
United States Liability Insurance Company	PA	25895	23-1383313

5. Company Tracking Number	NP-NDO-08-08
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Wesley Pohler Westmont Associates, Inc. 25 Chestnut Street, Suite 105, Haddonfield, NJ 08033	AVP, Westmont Associates, Inc.	(856) 216-0220	(856) 216-0303	wes@westmontlaw.com

7. Signature of authorized filer	Wesley Pohler
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8. Please print name of authorized filer	Wesley Pohler
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Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI),	Please select from the drop down list. 17.1 Other Liability - Claims Made		
10. Sub-Type of Insurance (Sub-TOI)	17.1006 - Director's and Officers		
11. State Specific Product code(s) (if applicable) [See State Specific Requirements]	n/a		
12. Company Program Title (marketing title)	Non-Profit Director's and Officers Liability		
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other: _____		
14. Effective Date(s) Requested	New	Upon Approval	Renewal: Upon Approval
15. Reference Filing?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> (No)	
16. Reference Organization (if applicable)	n/a		
17. Reference Organization # & Title	n/a		
18. Company's Date of Filing	5/5/08		
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved		

Property & Casualty Transmittal Document ---

20.	This filing transmittal is part of Company Tracking #	NP-NDO-08-08
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Submission of the Company's Non-Profit Director's and Officers Liability product.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [if a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #:	29131
Amount:	\$50.00

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Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	NP-NDO-08-08			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	n/a			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	NON PROFIT PROFESSIONAL LIABILITY POLICY - COMMON POLICY CONDITIONS	USL DOJ (03-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1



UNITED STATES LIABILITY INSURANCE GROUP

A BERKSHIRE HATHAWAY COMPANY

190 South Warner Road, P.O. Box 6700, Wayne, PA 19087-4391
610.688.2535 888.523.5545 Fax 610.688.4391

1/7/2008

RE: United States Liability Ins Company: NAIC #0031-25895 FEIN#23-1383313
Mount Vernon Fire Insurance Company NAIC #0031-26522 FEIN#23-1575334
U.S. Underwriters Insurance Company NAIC #0031-35416 FEIN#23-2049904

Dear Sir or Madam,

In accordance with the applicable statutes and regulations of your state, Nancy Stepanski and Westmont Associates, Inc. is hereby authorized to file form, rate and rule filings on behalf of the above captioned companies.

Sincerely,

Mark Miller
State Filings Manager
United States Liability Insurance Group
190 South Warner Road
Wayne, PA 19087-2191

1.888.523.5545 X586
Fax: 610.688.4391
mmiller@usli.com

May 5, 2008

Department of Insurance
Property and Casualty Division
Forms Review Section

**RE: United States Liability Insurance Company / NAIC #25895
Non-Profit Directors and Officers Liability Product
New Form Filing
Company Filing Number: NP-NDO-08-08
Effective Date: Upon Earliest Possible Approval**

To Whom It May Concern:

Enclosed you will find a form revision submission being filed for the Company's Non-Profit Directors and Officer Liability Product. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

Please find attached the Company's new form, NON PROFIT PROFESSIONAL LIABILITY POLICY COMMON POLICY CONDITIONS USL-DOJ (03-08). This form does not replace the currently approved USL-DOJ (04-07), but rather is in addition to it. Specifically, the Company will use the USL—DOJ (03/08) form for the accounts that are written as part of a package and the Company will use the USL-DOJ (04/07) form on the mono-line Professional accounts.

Please note that there is no rate impact associated with the submission of this new form.

We respectfully request your approval and/or acknowledgment of this submission, with the earliest permissible effective date. Thank you for your attention to this matter.

Respectfully Submitted,

Wesley Pohler

Wesley Pohler
Assistant Vice-President
wes@westmontlaw.com

Enclosures

Cc: N. Stepanski - Westmont
M. Miller – USLI

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

NON PROFIT DIRECTORS & OFFICERS

ARKANSAS STATE AMENDATORY ENDORSEMENT

To be attached to and form a part of all Non Profit Directors & Officers Policies written in the state of Arkansas.

It is hereby agreed that:

1. The following is added to section I. **EXTENDED REPORTING PERIOD** of form USL DOJ:

The **Insureds** shall have a period of sixty (60) days after the expiration of the **Policy Period** to report in writing to the **Company** any **Claim** which is first made during said sixty (60) day period. This Automatic Extended Reporting Period shall only apply to a **Wrongful Act** or **Wrongful Employment Act** committed before the date of such expiration, cancellation or non-renewal. For the purpose of this clause, any change in premium terms or terms on renewal shall not constitute a refusal to renew. This Automatic Extended Reporting Period shall not be available if the **Insured** has any other applicable insurance, including any Policy issued subsequent to this Policy. This Automatic Extended Reporting Period shall be included within the Extended Reporting Period described in paragraph A., if such is purchased.

The limit of liability for the Supplemental Extended Reporting Period must be no less than the greater of the amount of coverage remaining in the expiring policy aggregate or fifty percent (50%) of the aggregate limit at policy inception.

2. The following is added to section V. CANCELLATION OR NON-RENEWAL of form USL DOJ:

Extended Reporting Period

Without any additional premium being required; the **Named Insureds** shall be entitled to an Automatic Extended Reporting Period. The Automatic Extended Reporting Period is the sixty (60) days after the effective date of cancellation or, in the event of non-renewal, after the date upon which the **Policy Period** ends, to report any **claim** first made against the **Named Insureds** during this sixty (60) day period for any **Wrongful Act** occurring prior to the end of the **Policy Period** and otherwise covered by this Policy. Coverage provided by the Automatic Extended Reporting Period shall be excess over any replacement policy providing

the same or similar coverage. This Automatic Extended Reporting Period shall not be available if this Policy is canceled for non-payment of premium effective at policy inception.

3. The following is added to section III. DEFINITIONS of form DO-100:

Q. “**Punitive Damages**” means those damages imposed to punish a wrongdoer or to deter others from similar conduct.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.